

Joshua Scott  
2757 N.E. Linden Ave  
Gresham Oregon 97030

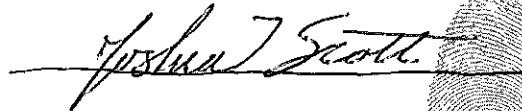

REC'D 10 AUG 31 11:02 AM 2010

Dear clerk,

Please file this refusal for cause into article III case CV '10 556 HU. My signature below expresses that I have kept a copy of this refusal for cause and the original red ink refusal for cause has been sent back to the presenter in a timely fashion.

The property at 2757 N.E. Linden Ave in Gresham OR is my home and I intend to keep it upon judgment in my favor res judicata. Enclosed is a copy of the published judgment. Since this is my home, I am responding to the appellation on the envelope without losing any God given unalienable rights.

The addresses of ReconTrust vary, being that this particular piece of mail was sent from P.O. Box 660862 Dallas, TX 75266-0862 (at least that is the address on the letters face) and as seen through the refusal for cause on page 3/3 they give a California contact. I will simply send this back to the original presenter of the foreclosure warning notice that is also on record "Refusal for cause". That address can be found on the record; see SUMMONS IN CIVIL ACTION recorded with the county clerk on 06/03/10 case in point, this I will be sent to ReconTrust Company 2380 Performance Drive Richardson, Texas 75082.

Certified mail # to District Court: 7009 3410 0001 3639 1403

Certified mail # to ReconTrust: 7009 3410 0001 3639 1410

TS NO: 10-0005927

OR

Residents/Occupants

2757 NORTHEAST LINDEN AVENUE

GRESHAM, OR 97030

Refusal for Cause

### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Vicki J. Flynn, as grantor(s), to Chicago Title Insurance, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, dated 10/18/2006, recorded 10/31/2006, in the mortgage records of Multnomah County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-202379, covering the following described real property situated in said county and state, to wit:

LOT 5, BLOCK 5, CINNAMON RIDGE, IN THE CITY OF GRESHAM, COUNTY OF MULTNOMAH AND STATE OF OREGON.

PROPERTY ADDRESS: 2757 NORTHEAST LINDEN AVENUE  
GRESHAM, OR 97030

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1,777.55 beginning 06/01/2008; plus late charges of \$67.58 each month beginning with the 06/01/2008 payment plus prior accrued late charges of \$100; plus advances of \$390.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: \$222,271.49 with interest thereon at the rate of 6.75 percent per annum beginning 05/01/2008 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

WHEREFORE notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, September 16, 2010 at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at the following place, between the inner and outer doors of the main entrance of the Multnomah County Courthouse, 1021 S.W. 9th Ave., Portland, Multnomah County, OR

sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the Trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed terminated by paying the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, and in addition to paying said sums or tendering the performance necessary to cure the default by paying all costs and expenses actually incurred in enforcing the obligation that the Trust Deed secures, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

### NOTICE TO TENANTS

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is 08/17/2010.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated 8/11, 20 10

RECONTRUST COMPANY, N.A.

*Richard Meyer*  
Richard Meyer, Team Member

For further information, please contact:

RECONTRUST COMPANY, N.A.  
RECONTRUST COMPANY, N.A.  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063  
(800)-281-8219  
TS No. 10 -0005927

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.

**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**FOR OFFICIAL USE**

Postage	\$ 0.44	0159
Certified Fee	\$2.80	09
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here AUG - 4 2010
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.24	08/04/2010


Sent To: United States District  
 Street, Apt. No.,  
 or PO Box No. Court  
 City, State, ZIP+4 (Default Judgment)

PS Form 3800, August 2006 See Reverse for Instructions

Dear Clerk,

Please file this Default Judgment that has been attached to the NOTICE OF A PENDENCY OF AN ACTION document into case jacket of Article III case CV'10 556 HU.

My signature below expresses that I have kept a copy of this Default Judgment that has been recorded with Multnomah County Official Records.

Joshua Scott 

certified mail # 7009 3410 0001 3639 1366



## NOTICE OF PENDENCY OF AN ACTION

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was  
received for recording on \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in

Multnomah County Official Records  
C Swick, Deputy Clerk

2010-095644



\$36.00

00703344201000956440020020

08/03/2010 02:36:44 PM

2R-LIS PEND

Cnt=1 Stn=10 RECCASH1

\$10.00 \$11.00 \$15.00

Joshua Scott  
2757 NE Linden Ave.  
Gresham, Oregon 97030  
Plaintiff's Name and Address  
ReconTrust Company 2380  
Performance Drive. - RGV-CH-450  
Richardson Texas 75082  
Defendant's Name and Address

After recording, return to (Name, Address, Zip):

Joshua Scott P/u  
2757 NE Linden Ave  
Gresham, OR 97030

Pursuant to ORS 93.740, the undersigned states:

1. As plaintiff(s), Joshua Scott

District  
an action in the Circuit Court for Multnomah County, State of Oregon.

2. The defendant(s) is/are: ReconTrust company

3. The object of the action is: Default Judgment as stipulated in Civil action Summons,  
file No. CV '10 - 556 HU in regards to the Libel of Review (CV '10 - 556 HU) filed with  
the District Court May 17 of 2010 at 10:35am. Details of Default Judgment are attached herein.

4. The description of the real property to be affected is:

2757 NE Linden Ave. Gresham Oregon 97030

Coordinates:

45.516708 - 122.424259  
N45° 31.0025', W122 25.4555

Cinnamon Ridge  
Block 5, lot 5

5. The Case Number assigned to the action is: CV '10 - 556 HUDATED August 2, 2010SIGNATURE OF ☒ ATTORNEY ☐ AUTHOR FOR PLAINTIFF

ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED)

BAR NO. (IF ANY)

ADDRESS

CITY

STATE

ZIP

PHONE

FAX (IF ANY)

ATTORNEY'S E-MAIL ADDRESS (IF ANY)

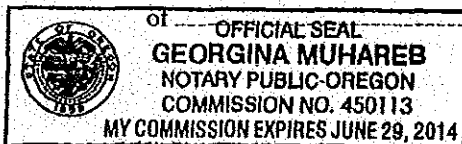
STATE OF OREGON, County of Multnomah ss.This instrument was acknowledged before me on August 2, 2010  
by Joshua Scott

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Georgina Muhareb  
Notary Public for Oregon

My commission expires June 29, 2014

**In the United States District Court  
For the District of Oregon**

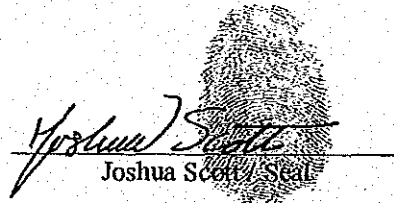
Re: Civil Action file No. CV'10- 556 HU  
Re: Summons Recorded on 05/17/2010

**Default judgment**

ReconTrust Company has failed to assert any claim to Joshua Scott by proving the certificate of search in the district court to be faulty or fraudulent within the twenty days stipulated. As stipulated on the summons properly formed and served;

*The issue is simple. Agents of a foreign principal are required to file their complaint in the appropriate district court prior to exercising any claim against a man on the land. This is international and common law. ReconTrust Company must directly address the validity of the (telephone) certificate of search that clearly shows there have been no claims filed against Joshua Scott or any pseudonym through which Joshua Scott may be engaged in contract. It is however reasonable to say that if the ReconTrust Company is moving on a valid claim and judgment in the district court then the ReconTrust Company knows what case that is...*

Default judgment is hereby entered and the injunctive relief sought in the counterclaim is awarded to Joshua Scott. ReconTrust Company is by law to forfeit seizure upon Joshua Scott's property and person. If ReconTrust Company fails to do so, a certificate of exigent circumstances will issue calling for Respondent's arrest in the cognizance of the State Department and Speaker of the House.

  
Joshua Scott Seal


Joshua Scott  
2757 N.E. Linden Ave.  
Gresham, Oregon  
[97030]

REC'D 10 AUG 31 11:05 AM 089

Dear clerk,

Please file this refusal for cause into  
case ~~jacket~~ of actual III case CV '10 556 HU  
jacket

My signature below expresses that I have kept  
a copy of this refusal for cause, and the original  
Refusal for cause in red ink has been sent back  
to presenter in a timely fashion.

Joshua Scott 

certified mail # 7029 3410 0001 3637 0927

FILED 10 AUG 26 15:18 BUDC-ORP

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

JOSHUA SCOTT,

Plaintiff,

v.

RECONTRUST COMPANY,

Civil No. 10-556-HU

JUDGMENT OF DISMISSAL

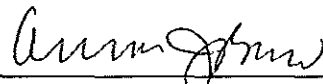
Defendant.

BROWN, District Judge.

Plaintiff having failed to file an amended complaint by the  
deadline set forth in the Court's Order of July 23, 2010, [11];

IT IS HEREBY ORDERED AND ADJUDGED that this Action is  
dismissed, with prejudice.

DATED this 26<sup>th</sup> day of August, 2010.



Anna J. Brown  
United States District Judge